

Bridging the Performance Gap

One University Place DB 229 Rensselaer, NY 12144 W 518-339-2147 f 630-214-6878 www.cyclics.com

FAX #:

To:

Joseph Mancini, JR

From:

Gary R. Faler

Re:

NDA

Date:

2/23/2000

Pages: 3

February 23, 2000 Joseph Mancini JR Cedar Chemical Corp 5100 Popular Ave Memphis, TN 38137

Dear Mr. Mancini:

Last week at the Informex Meeting in New Orleans, we discussed the possibility of Cedar Chemical Corp producing cyclic PBT for Cyclic Corp. As agreed upon at that time, I am sending you a copy of our standard non-disclosure agreement for your review and approval. As soon as we have a nondisclosure agreement in place, I would like to schedule a time for me to come and visit your facility to discuss in detail our process and volume projections such that we can ascertain the viability of Cedar Chemical Corp fulfilling our toll production needs.

I thank you in advance for your cooperation.

Respectfully,

Gary R. Faler

Sem Sen led

Inchesh 11 A Signer coper

9349897





5100 Poplar Avenue • Suite 2414 • Memphis, TN 38137 • (901) 685-5348 • Fax (901) 684-5398

February 25, 2000

Mr. Gary R. Faler Cyclics Corporation One University Place DB 229 Rensselaer, NY 12144

Dear Mr. Faler:

Enclosed is signed copy of the non-disclosure agreement between Cedar Chemical and Cyclics Corporation. I look forward to discussing your process in detail. Please let me know when you would like to schedule a visit to our West Helena, AR facility.

Sincerely,

Joseph G. Mancini, Jr. Business Manager Custom Manufacturing

Mg

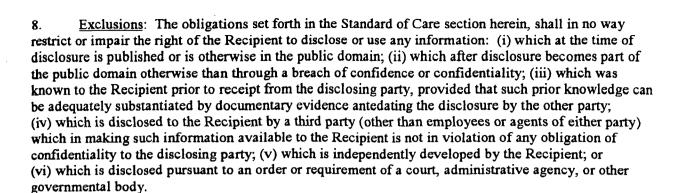
Enclosures

CYCLICS CORPORATION RECIPROCAL NONDISCLOSURE AGREEMENT

In order Corpora	r to protect certain confidential and proprietary information (Confidential Information), Cyclics ation and <u>Cedar Chemical Corp</u> (the "Company") identified below, agree that:	
1.	Effective Date: The effective date of this Agreement shall be, 1999.	
2. Agreem	<u>Description of Confidential Information</u> : The Confidential Information disclosed under this ent is described as set forth below.	
·	Cyclics Corporation: Technology concerning cyclic PBT, its capabilities and properties, production processes and conditions, potential marketing plans, and information regarding the state of Cyclics Corporation.	
	Company:	
3. shall ma	Purpose of Confidential Disclosure: The party receiving Confidential Information ("Recipient") ake use of the Confidential Information only for the following purposes:	
	Cyclics Corporation:	
	Company: evaluation of material and manufacturing processes, evaluation of Company's potential manufacturing capabilities.	

- 4. <u>Agreement Period</u>: This Agreement controls Confidential Information which is disclosed between the Effective Date and one (1) year after the Effective Date. (the "Agreement Period").
- 5. <u>Confidentiality Period</u>: A Recipient's duty to protect Confidential Information expires seven (7) years from end of Agreement Period (the "Confidentiality Period").
- 6. Standard of Care: Except as provided in the Exclusions section herein, the Recipient shall (i) treat the Confidential Information received as strictly confidential and (ii) shall not divulge, directly or indirectly, to any other person, firm, corporation, association, or entity, for any purpose whatsoever, such Confidential Information and (iii) shall not make use of such Confidential Information without prior written consent of the disclosing party. Such Confidential Information may be disclosed only to the employees or consultants of the Recipient who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the Recipient.
- 7. Markings: All Confidential Information which is subject to the terms and conditions of this Agreement shall be clearly marked in writing by the disclosing party as "CONFIDENTIAL," "SECRET" or with a comparable legend, which is the standard used by the disclosing party to protect it's own Confidential Information. No party shall have any responsibility under this Agreement for any information which is not so marked in writing at the time of disclosure.

Nor shall any party have any responsibility under this Agreement for any oral or visual disclosures, except (i) as to information designated as confidential at the time of oral or visual disclosure and (ii) confirmed in writing delivered within twenty (20) days to the Recipient which provides clear notice of the claim of confidentiality and describes the specific information disclosed.



9. Miscellaneous

- A. Upon request of the disclosing party, any written information subject to this Agreement shall be returned to the disclosing party. The obligations of the Confidentiality Period and Standard of Care sections herein survive the return or destruction of the Confidential Information during the Confidentiality Period.
- B. Except as provided herein, no right or license whatsoever, either express or implied, is granted to either party pursuant to this Agreement under any patent, patent application, copyright, trademark, mask work, trade secret, or other proprietary right now or hereafter owned or controlled by the other party.
- C. Recipient agrees that the other party owns all inventions or works of authorship derived from the other party's Confidential Information and further agrees to protect the intellectual property embodied in said inventions and works of authorship.
- D. Each party agrees that the Confidential Information is subject to the Export Laws and Regulations of the United States and shall not export re-export or transship, directly or indirectly, such information to Country Groups D1, E1, E2 and Iran and Syria or any other country hereafter restricted by the U.S. Government, without first obtaining U.S. governmental approval.
- E. This Agreement will be governed under the laws of the State of Delaware, without regards to its conflict laws principles.

Company	CYCLICS CORPORATION
By: Jey / Pak	Ву:
Name: SECFREY L PRATT	Name:
Title: V.P COSTON MF9	Title:
Address: 5100 POPLAN PINE	Address: One University Place DB229
MEMPHIS, TN 38137,	Rensselaer, NY 12144